

NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



CIN: L40101HR1975GOI032564

E-Tender Document (Limited)
For

“Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO”

ON

LIMITED TENDER BASIS

Tender Reference No.: NH/CCW/CC-II/CO-346/PR10023/551

Nov-2024

REGD. OFFICE: NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003 (HARYANA), INDIA

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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Enterprise)
 Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting E-Tender (Limited)

Online bids (e-tender) are invited in single stage- two part bidding basis Cover-I: Technical-bid and Cover-II: Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) for **“Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO”** on Limited tender basis.

1. The complete bid/ tender document can be viewed and downloaded from GeM Portal <https://gem.gov.in>. The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Mode of tendering	e-Procurement System Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	GEM/2024/B/ /5580689
iii)	Tender Reference No.	NH/CCW/CC-II/CO-346/PR10023/551
iv)	Bid Security (EMD)	NA
v	Estimated Cost	Rs. 88,500/-
vi)	Period of Bid Validity	120 days
vii)	Completion Period	As per Special Condition of Contract (SCC)
viii)	Tender inviting Authority	General Manager (CC-II), 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
ix)	Venue for opening of bids	Contracts Civil Division, 2 nd Floor, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Bid Start Date/Time	07.11.2024 (17:00 Hrs)
ii)	Bid End Date/Time	22.11.2024 (17:00 Hrs)
iii)	Dead line for receipt of Hard Copies & other documents in sealed envelopes (Offline submissions)	Two hour prior to scheduled opening time.
iv)	Bid Opening Date/ Time (Technical-bid)	25.11.2024 (15:30 Hrs)

v)	Price bid/ Financial Bid Opening Date	Date & time to be intimated later to the bidders whose Techno-Commercial bids will be found responsive.
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3. Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.
4. For more details on submission, eligibility, opening, evaluation etc. of the bid, Instruction to Bidders (ITB) of the tender document can be referred

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division,
2nd Floor, NHPC Office Complex,
Sector-33, Faridabad-121003 (Haryana),
Tele # 0129-2254677
Email: contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1 Online bids (e-tender) under two cover system is hereby invited for and on behalf of NHPC Limited for “**Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO**” *on Limited Tender Basis*. The complete tender can be downloaded from GeM Portal <https://gem.gov.in>.

1.2 The Tender Document comprises of documents listed below and addenda issued if any:

i) Section-I- Notice Inviting Tender (NIT),

ii) Section-II- Instructions to Bidders (ITB),

iii) Section-III- Forms and Schedules,

iv) Section-IV- General Conditions of Contract*, Special Conditions of Contract, Form of Agreement and Performance Bank Guarantee Form and Insurance Surety Bond

v) Section-V- Schedule of Quantities and Prices

* This will supersede the ‘General Terms and Conditions (GTC)’ available on GeM Portal

1.3 This section of the bidding document provides the information necessary for bidders to prepare responsive bids in accordance with the requirement of the Client/ Employer. It also provides information on bid submission, opening, evaluation and award.

1.4 Instructions for online bid submission:

The Techno-commercial Bid and Price Bid to be submitted on-line at GeM Portal <https://gem.gov.in>. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instructions for Seller’s registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module.

1.5 ASSISTANCE TO BIDDERS:

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

ii) Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at <https://gem.gov.in/userFaqs>

iii) For any technical queries please call at **GeM Portal Helpdesk Number (Toll Free):** 1800-419-3436; 1800-102-3436

E-mail: helpdesk-gem[at]gov[dot]in

Note: Bidders are requested to kindly mention the URL of the Portal and BID No. in the subject while emailing any issue along with the Contact details

2. Eligible Bidder:

2.1 Bids from those Bidders to whom the Tender documents have not been issued by the Employer, will not be considered.

2.2 All bidders who are Class-I Local Supplier under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and

Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 or as amended are only eligible. Further, Local content / Class-I local supplier etc. defined in ITB clause 21, in this regard bidders must submit undertaking as per Format-9.

- 2.3 Each bidder must also produce with their bid copies of PAN, GST Registration No.
- 2.4 Bidders should not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed proforma under Section-III.
- 2.5 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self- declaration in this regard is to be submitted as per enclosed Proforma (Format-8).
- 2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

3. **Cost of bidding document:**

- 3.1 Complete bid document can be viewed and downloaded from GeM Portal <https://gem.gov.in>.
- 3.2 The bidder shall bear all costs associated with the preparation and submission of his bid, negotiation, discussions etc. in the process of finalization of Contract and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Note: Mere issuance of Bid document to prospective Bidders shall not be construed that such a bidder automatically fulfills the prescribed eligibility Criteria. Whether the bidder meets the specific eligibility Criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their Bid.

4. **Earnest Money Deposit (EMD) / Bid Security: Deleted as per Gem terms and condition**

- ~~4.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for ₹ 2,000/- (Rupees Two Thousand Only) either in the form of Demand draft in favour of 'NHPC Ltd' payable at "Faridabad" or irrevocable Bank Guarantee valid for a period of three (3) months beyond the validity period of the bid issued by any Indian Nationalised Bank/ Scheduled Commercial bank in the prescribed format (Forms of Bank Guarantees) or irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format (Form of Insurance Surety Bond). The said BG shall be issued in paper form as well as issued under Structured Financial Messaging System (SFMS). Earnest Money if submitted by the Bidder in the form of Bank Guarantee / Insurance Surety Bond, the original Bank Guarantee/ Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank / Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees/ Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.~~

~~However, in case Earnest Money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidders bank shall be submitted by the~~

bidder along with the bid in the ECS Form at Section III. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode, the Earnest Money submitted in the shape of Bank Guarantee shall be returned in original by speed post.

~~4.2 Micro & Small Enterprises (MSEs) Units registered with the NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration Certificate for the goods & services are exempted from furnishing the Bid Security deposit/ EMD. They should furnish with the Bid, a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant document issued by above board/ body in their favour, for the goods & services covered under this Tender document.~~

~~Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are also exempted from furnishing the Bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP.~~

~~— No other bidders other than MSEs and Startups are exempted from furnishing Bid Security/ EMD as mentioned above.~~

~~**Note:** — Only those Micro & Small Enterprises (MSEs)/ Startups will be given benefit, which has valid certificate for the services covered under this tender. Udyam Registration Certificate issued with major activity as Services (Trading) shall not be considered for exemption as per Public Procurement Policy for MSMEs, 2012.~~

~~4.3 Bids received unaccompanied by either an acceptable Bid Security or a Notarized copy of valid certificate of registration stated as above shall be rejected as non responsive and returned to the bidders.~~

~~4.4 Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder.~~

~~4.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.~~

~~4.6 The Earnest Money may be forfeited:~~

- ~~a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or~~
- ~~b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact; or~~
- ~~c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - ~~i) — sign the Agreement; and/or~~
 - ~~ii) — Furnish the required Performance Security Deposit.~~~~

~~4.7 DELETED.~~

~~4.8 Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit/ Bid Security.~~

~~4.9 Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause :~~

Name of the beneficiary	NHPC Ltd.
Account No	10813608692
IFSC Code	SBIN0017313
Branch	Branch CAG-II New Delhi (17313)
Address of the Bank	5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi 110 001

5. Clarification of Bidding Documents:

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the NIT. The Employer will respond to any request for clarification received within 10 days from the date of publication of NIT. Employer's response will be published on the GeM portal <https://gem.gov.in>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

5.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 6** of ITB

6. Amendment of Bidding Documents:

6.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

6.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the GeM portal <https://gem.gov.in> as well as on NHPC website www.nhpcindia.com and send through e-mail. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

6.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

7. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

8. **Bid Currency:**

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

9. **Bid Validity:**

9.1 Bids shall remain valid for a period as specified in NIT.

9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder may refuse the request of Employer/ Client. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

10. **Preparation, Receipt and Signing of Bid:**

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances.

10.1 **Online Submission:**

10.1.1 **Cover -I:** This shall be named "Technical Bid" or "Techno-Commercial Bid". No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;

- i) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) as per **ITB clause 2.2** as per format appended in Section-III (Format-9).
- ii) Goods and Services Tax Registration No., PAN, EPF Registration No*. as per **Clause 2.3** of ITB
- iii) Declaration of Ineligibility in respect of banning / de-listing as per **Clause 2.4** of ITB (Format-6, Section-III)
- iv) Declaration regarding Insolvency and Bankruptcy Code 2016, as per **Clause 2.5** of ITB (Format-8, Section-III).
- v) Tender Form, Form of Declaration, ECS Form, Bid Proforma as per format appended in Section-III (Format-1 to 4).
- vi) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-III. (Format-5)
- vii) Declaration regarding MSME Act as per **Clause - 18** of ITB (Format-7, Section-III).
- viii) Declaration regarding applicability of Start-up India Initiative (Format-10).
- ix) Declaration regarding availing the benefit under one category/status (i.e. either MSEs or Startups) in the format-11.
- x) Certificate / Documents of MSE / Startup Firms in respect of relevant clauses of ITB.
- xi) Any other Formats provided under Section-III of bid document.
- xii) Scanned copy of the documents required under 10.2.1
- xiii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

* *Registration with concerned EPF authorities shall be as per requirement of EPF regulations.*

10.1.2 **Cover-II:** It shall be named “Financial Bid or Price Bid” and shall comprise of Schedule of Quantities and Prices.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in NIT. Submission of the “Financial Bid” by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

10.2 **Offline Bid/ Hard copy/ Supporting documents:**

Bidder shall be submit the hard copy(ies) of documents as mentioned at **sub para 10.2.1** in (one) sealed envelope, which must be either delivered by hand or by registered mail, and submitted by the date and time as specified in NIT. The envelope received late or after the prescribed due date and time will not be entertained. NHPC will not be responsible for any postal delay. No bid price related information shall be mentioned in offline submission.

If hard copy (ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in NIT/ ITB, then it will be considered as ‘non-responsive bid’ notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

10.2.1 The sealed Envelope containing hard copy of documents shall be marked as “Hard copy(ies) of documents” for “**Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO**”

i) ~~Pre-Contract Integrity Pact as per **Clause 2.6** of ITB- DELETED.~~

ii) ~~DD/BC/ Bank Guarantee/ Insurance Surety Bond towards Bid Security/ EMD as mentioned in **Clause 4** of ITB. DELETED~~

iii) DELETED.

10.3 The bid submitted shall become invalid If any discrepancy is noticed between the documents as uploaded at the time of submission of bid (**Clause 10.1.1**) and hard copies as submitted physically to the Tender Inviting Authority (**Clause 10.2.1**).

10.4 DELETED.

10.5 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

10.6 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.

10.7 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid.

- 10.8 GST has been implemented by the Government w.e.f. 01.07.2017. The Consultant, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of CGST Act/ SGST Act. shall be submitted along with bid.

Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and GST (on Service) payable to appropriate authorities will not be subject to adjustment. The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

- 10.9 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
- 10.10 The bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 10.11 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 10.12 The Contract shall be for the whole Works, based on the 'Schedule of Quantities and Prices' submitted by the Bidder.

11. Late Bid:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly hard copy (ies) of the offline documents, if received by the Employer after the deadline for receipt of Hard copies prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

If hard copy (ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in NIT/ ITB, then it will be considered as ‘non-responsive bid’ notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

12. Modification, Substitution and Withdrawal of Bid:

- 12.1 After Submission of bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids, as once the bid is withdrawn they cannot participate in the same tender again.
- 12.2 The server time (which is displayed on the bidder’s dashboard) will be considered as standard time for referencing the deadline for submission of the bids by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 12.3 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval will result in the bidder’s forfeiture of its bid security and further their bid shall be considered non-responsive.

13. Opening of Bids by Employer:

- 13.1 The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/bidder’s representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder’s representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the GeM Portal <https://gem.gov.in> at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

- 13.2 Online Cover-I i.e. Technical and Offline Bids shall be opened first.
- 13.3 Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 14** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 13.4 The Cover-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. Bidder(s) can view Bid opening online on the GeM portal <https://gem.gov.in> at their end.
- 13.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be Archived’ unopened. The decision of the Employer will be final and binding in this regard.

14. Examination of Bids and Determination of Responsiveness:

- 14.1 During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid:
 - a) meets the eligibility criteria defined in **Clauses 2 of ITB**;
 - b) has been properly signed;
 - c) is accompanied by the required securities; and

- d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantities and Prices, Technical Specifications and Drawings, if any.
- 14.2 A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- a) Which affects in any substantial way the scope, quality, or performance of the Works;
 - b) Which limits in any substantial way, the Employer’s rights or the Bidder’s obligations under the Contract; or
 - c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
 - d) Which is inconsistent with the bidding documents,
- 14.3 If a “Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 14.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer’s request for clarification, its Bids may be rejected.
- 15. Evaluation and Comparison of Bids:**
- The Employer will evaluate and compare the Cover-II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 14** of ITB.
- 16. Award Criteria & Employer’s Right to accept any bid and to reject any or all Bids:**
- 16.1 The Employer will award the Contract to the Bidder, who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB; (b) determined substantive responsive and c) who has offered the lowest Evaluated Bid Price pursuant to Clause 15 of ITB.
- 16.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 16.3 In case two or more acceptable bidders are found to have quoted identical lowest bid price, the condition on GEM portal shall prevail. In case of service bids, if multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM System.

- 16.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance”, which will state the sum that the Employer will pay to the Contract or in consideration of the execution and completion by the Consultant as prescribed by the Contract.
- 16.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act in the format appended within 10 days from the date of issue of Letter of Acceptance.

17. Preference for in favour of MSEs:

Purchase preference will be applicable as under:

- 17.1 Micro & Small Enterprises (MSEs) Units registered with the NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration for the goods/ services, covered in this Tender Document shall be eligible for the purchase preference.
- 17.2 In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than an MSE and such MSEs shall be allowed to supply at least 25% of total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity).
In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+ 15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.
- 17.3 Out of 25% target of annual Procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.
- 17.4 Out of the total annual procurement from MSEs, 3% from within the 25% target shall be earmarked for procurement from MSEs owned by women.
- 17.5 Definition of MSEs owned by SC/ST is as given under:
- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 17.6 MSEs and Start-ups Bidders shall be allowed to get the benefit under one category either as a MSEs or as a Start-up only, for which self-declaration on company’s letter head in the format enclosed at **Format-11** of Section-III is required to be furnished.
- 17.7 The work is considered as non-splitable or non-dividable.

18. **Information w.r.t Public Procurement Policy for Micro and Small Enterprise (MSES) order'2012**

MSME Development Act'2006 is applicable to all contractors/ suppliers/ service providers. Therefore information as per Proforma appended hereto in Section-III is required to be submitted/ enclosed by the bidder along with bid.

19. **Contacting the Employer:**

19.1 Subject to ITB Clause 14.4, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

19.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

20. **Corrupt, Fraudulent, Collusive or Coercive Practices:**

The Employer requires the bidders/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) for the purpose of this provision, the terms set forth below shall mean as under :

(i) **"corrupt practice"** means the offering, giving ,receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.

(iii) **"collusive practices"** means a scheme or arrangement between two or more Bidders with or without the knowledge of the Borrower, designed to establish Bid prices at artificial, non- competitive levels;

(iv) **"coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for the contract in question.

(c) The Employer will declare a Bidder in eligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, collusive and coercive practices or default commitment under Integrity Pact in competing for, or in executing, the contract.

21. **Definition of Make in India and Purchase Preference to Make in India:**

Definition of Make in India:

A) Definitions

Local content: means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class-I local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.

B) Verification of local content:

a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made.

b) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

22. **General :**

Bidder shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” dated 23.07.2020 and subsequent clarifications. Any bidder from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPI IT.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

A bidder is permitted to procure raw material, components, sub assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting".

SECTION – III

FORMS AND SCHEDULE

TENDER FORM

(Ref. ITB Clause 10.1.1)

To,

General Manager (CC-II),
Contracts (Civil) Division,
NHPC LTD, NHPC Office Complex,
Sector-33, Faridabad-121003, Haryana.

1. We have read and examined the following tender documents relating to **“Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO”**
 - a) Agreement form
 - b) Notice Inviting Tender (NIT)
 - c) Instructions to Bidders (ITB)
 - d) Form of Declaration, Bid Proforma, ECS form, Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules, Declaration of Ineligibility, Pre-Contract Integrity Pact, Schedule of Quantity and Price,
 - e) Conditions of Contract & Special Conditions of Contract
 - f) Amendment issued in pursuance to Clause No.6 of ITB.
2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.
3. We agree to keep this tender open for acceptance for 120 days after the deadline date for online bid submission specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.
4. A sum of Rs ----- (to be indicated by concerned in Figures & Words) is hereby enclosed in form of Demand Draft/ Bank Guarantee /Insurance Surety Bond from a Nationalised or Scheduled Bank of India /Insurance Company as Earnest Money. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.
We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company)

Name _____
Signature _____
Designation _____
Name of Company _____
Date _____

FORM OF DECLARATION

(Ref. ITB Clause 10.1.1)

M/s-----**(name of Bidder)** having its registered office at ----- (hereinafter referred to as 'the Tenderer') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for “ **Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO**”, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the Tenderer
(To be signed by Power of Attorney
Holder)

BID PROFORMA

(Ref. ITB Clause 10.1.1)

Sl. No.	Description of information	Replies by the bidder
1	Name of the Firm/ Company	
2	Type of the Firm /Company(Proprietary/ Partnership/ Private Ltd. Co./Public Ltd. Co.)	
3	Former name of Firm/ Company (if any)	
4	Year and place established	
5	Nationality of Majority of owner/Share Holder	
6	Complete Address of Regd./Head Office	
	i. Postal	
	ii. Telephone/ Fax	
	iii. Email	
7	Complete Name and Communication address of Bid Signatory	
	i. Name & Designation	
	ii. Postal	
	iii. Telephone/ Fax	
	iv. Email	
8	Are you registered with any Government/:PSU (if yes, give the details) for work of similar nature covered under the specifications	
9	Have your Company ever been declared Bankrupt (if yes give the details)	Yes/No
10	Whether the Prices quoted are firm/variable	Firm
11	Validity period of tender, reckoned after the deadline date for online bid submission	120 days
12	Whether furnished & filled all schedules/ annexures appended to tender document	Yes/No
13	Rates of Taxes and Duties as applicable:	
	i) Rate of GST	@.....% as included (to be specified by the bidder)
	ii) HSN/SAC	
	iii) Any other taxes/ duties (please specify)	@.....% as included (to be specified by the bidder)
14	Goods and Service Tax (GST) No.	
15	EPF No.	
16	PAN	
	Place:	
	Date:	For & on behalf of

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

ECS – Form
(Ref. ITB Clause 10.1.1)

NHPC Limited
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME : _____
- a) ADDRESS : _____

- b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

- a) BANK NAME : _____
- b) BRANCH NAME : _____
- c) ADDRESS : _____
Telephone No. : _____

- d) IFSC CODE OF THE BANK :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(For payment through RTGS)
- e) ACCOUNT TYPE :

--	--

(S.B. Account/ Current Account or/Cash Credit with code 10/11/13)

- f) ACCOUNT NUMBER : _____
(As appearing on the Cheque Book)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.

Date: _____
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date: _____
Signature of the Authorized
Official from the Bank

Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules
(To be submitted on letter head)

To,

M/s NHPC Ltd.

Sub.: Tender no.....

Dear Sir,

We, M/s..... **(Name of Bidder)** have submitted bid dt.....for the aforesaid tender.

Section 171 of CGST Act./ SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to the Employer.

In case this declaration is found faulty in any manner, we shall fully responsible for the consequential effect including making good of any losses of interest etc. to NHPC Ltd.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Declaration of Ineligibility

(Ref. ITB Clause 10.1.1 & 2.5)

“I/ We, M/s hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings.”

(Seal & Signature of the Bidder)

Declaration/ Undertaking under MSMED Act, 2006

(As per guidelines issued by Ministry of MSME time to time)

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

- (i) - Micro Enterprise
- (ii) - Small Enterprise
- (iii) - Medium Enterprise

Please tick in the appropriate option box and attach documents/certificate, if any.

B) I/We also confirm that We are MSEs owned by SC/ST/ Women Entrepreneurs (Strike out if not applicable)

C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

(To be submitted on letter head of Bidder)

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company _____ (Name of Parent/ Holding company).

(Seal & Signature of Bidder)

Format-9

Name of Work:- Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO

Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order:

Item Description	Country of Origin	% of Local Content
Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO	India	

Note: Please indicate the percentage of local content as per definition of Class-I Local Supplier

DECLARATION REGARDING APPLICABILITY OF START UPS UNDER START UP INDIA INITIATIVE

Subject: Declaration as regard to applicability of Startup India Initiatives

Startup India Initiative has been introduced by the Government of India and notified their definition in the Gazette notification-G.S.R. 501(E) dt. 23.05.2017. Following are the relevant provisions of the notification as regard to consider any entity as startup:-

- a) If it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and
- b) up to seven years from the date of its incorporation/ registration; however, in the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration; and
- c) if its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 25 crores; and
- d) if it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that any such entity formed by splitting up or reconstruction of a business already in existence shall not be considered a “startup”;

Provided further that in order to obtain tax benefit a startup should:

- i. be a private limited company (as defined in the Companies Act, 2013) or a limited liability partnership (as defined under the Limited Liability Partnership Act, 2008) which is incorporated on or after the 1st day of April, 2016 but before the 1st day of April, 2019, and
- ii. be working towards innovation, development or improvement of products or processes or services, or should be a scalable business model with a high potential of employment generation or wealth creation, and
- iii. obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification as constituted by Department of Industrial Policy and Promotion from time to time.

As such, it is requested to provide the confirmation as regard to applicability of Startup India Initiative to your firm by submitting the declaration/undertaking.

Declaration/Undertaking

A) I/ We confirm that the provisions of Startup India Initiatives are:

[] Applicable to us and our organization falls under the definition of Startups.

[] Not Applicable to us and our organization does not fall under the definition of Startups.

Please (tick) the appropriate box [] and attach documents / certificates, if any.

B) I/ We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

[To be uploaded online (scanned copy)]

“Self-Declaration by the Bidder”

“It is hereby declared that the Bid / Tender ID No. has been submitted by M/s
.....(Name of Bidder) against Tender Specification
No.....as a (MSEs / Startups).
(strike (X) out the remaining)

.....(Name of Bidder) shall get the benefit for the specified category only if
complied all the terms and conditions mentioned in the tender”.

(Seal & Signature of Bidder)

*Note: This ‘Declaration’ should be **on the letter-head** of Bidder.*

Guidelines on Banning Business Dealings

1.0 Introduction

- 1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.
- 1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. **“Party / Contractor/ Supplier / Bidder/Vendor”** in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:
- a) For works awarded/under tendering from corporate office (falling in the competency of CMD /Board of Directors)

- Competent Authority: CMD
- Appellate Authority : Board of Directors
- b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/ Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
- c) For works awarded/under tendering from Corporate Office/ Regional Offices/ Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - Competent Authority in case of works awarded/ under Tendering from Corporate Office/ Regional office shall be CGM or GM of the concerned division as the case may be.
 - Competent Authority: Head of the Unit not below the rank of General Manager

Appellate Authority: Next higher authority

- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work

falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.

- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent

Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 “Show Cause Notice”.
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a ‘Show Cause Notice’ (as per format at Appendix-II of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NHPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular duly authorized employees of

Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

7.5 Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– III**.

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing , if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall

pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dt..... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid . (strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

“Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi)(a)In case the Firm is in Joint Venture the following would also be applicable:

i) Participation of Agency in Joint Venture

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the

Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.
- (d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....
Date.....
To
M/s
.....
Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to NHPC, a personal hearing shall be conducted on ----- at ----- Hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

“ Brief of the Default may be mentioned”

Whereas show cause notice vide no ... dtd....was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____ dt. _____ and presented your case in the personal hearing dated (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

i) Participation of Agency in Joint Venture

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) Banning of joint Venture:

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning

inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority :

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated Placing M/s on Suspension/Banning List by NHPC;

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Suspension/Banning List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- * There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- * Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;
- * Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC.

SECTION – IV

CONDITIONS OF CONTRACT

- a) GENERAL CONDITIONS OF CONTRACT**
- b) SPECIAL CONDITION OF CONTRACT**
- c) FORM OF AGREEMENT**
- d) PERFORMANCE BANK GUARANTEE FORM**
- e) INSURANCE SURETY BOND**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS:

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- i) **Applicable Law:** means the laws in force in the Republic of India.
- ii) **Government:** means the Union government of Republic of India.
- iii) **“Contract”** means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- iv) **“Services”** means the services to be performed by the Agency in accordance with the Contract.
- v) **“Client”** or **“Employer”** means the party named in the Contract, who employs the Agency, and legal successors to the Client and permitted assignees.
- vi) **“Consultant”** or **“Contractor”** or **“Agency”** means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services and legal successors to the Agency and permitted assignees.
- vii) **“party”** and **“parties”** means the Client and the Consultant and **“third party”** means any other person or entity as the context requires.
- viii) **“day”** means the period between any one midnight and the next.
- ix) **“month”** means a period of one month according to the Gregorian calendar commencing with any day of the month.
- x) **“Independent External Monitors (IEMs)”** means External Monitor(s) appointed by the Client to oversee the implementation of Integrity Pact.
- xi) **“Integrity Pact”** means the Pact signed between the Client and Consultant committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- xii) **“Time for Completion”** means the time within which the Services shall be performed by the Consultant in all respect.

2. INTERPRETATION:

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.

3. CONTRACT PRICE:

Contract Price is lump sum amount stated in Letter of Acceptance.

4. SECURITY FOR PERFORMANCE:

4.1 The Consultant within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 5 (Five percent) of the Contract Price to the Officer-In-Charge for due performance of contract, in any one of the following forms:

- (a) Demand draft on any Nationalised/ Scheduled Bank of India in the name of Client; or
- (b) Bank Guarantee from an Indian Nationalized/ Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Client in the prescribed standard proforma of Client.

- c) Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer in the prescribed proforma.
- 4.2 All compensation or other sums of money payable by the Consultant to the Client under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the Consultant's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Consultant shall, within 14 days of receipt of notice of demand from the Officer-In-Charge, make good the deficit in Security Deposit.
- 4.3 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees / Insurance Surety Bond as may have been furnished by the Consultant are required to be extended/ renewed, the Consultant shall get the validity periods of such guarantees extended/ renewed, and furnish these to the Officer-In-Charge one month before the expiry date of the aforesaid Guarantees / Bonds originally furnished failing which the existing Bank Guarantees / Insurance Surety Bond shall be invoked by the Officer-In-Charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Consultant shall forthwith recoup/replace the same with acceptable Security Deposit.
- 4.4 If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion - upto 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i) Award shall summarily be terminated.
- ii) EMD/ Bid security shall be forfeited.
- iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
- v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

The Contractor shall, at his own cost get the validity period of bank guarantee furnished by him extended from time to time till one month beyond the completion of work as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any.

The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.

- 4.5 Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Credit Bank Account Number	10813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank Of India
IFSC Code	SBIN0017313
Account Type	CURRENT
Branch	CAG-II New Delhi (17313)
Branch Address	5 th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110 001

5. REFUND OF SECURITY DEPOSIT:

The Security Deposit less any amount due shall, on demand, be returned to the Consultant after Six months from date of issue of Completion Certificate or payment of the final bill, whichever is later. However, the Security Deposit shall not be released till Liquidated Damages, if any, is pending for recovery. No interest on the amount of Security Deposit shall be paid to the Consultant at the time of release of Security Deposit.

6. SUFFICIENCY OF TENDER:

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantities and Prices, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

7. NOTICES:

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, in person to such Party at their address.

8. TAXES AND DUTIES:

- 8.1 Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on

service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and GST (on Service) payable to appropriate authorities will not be subject to adjustment.

- 8.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.
- 8.3 TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 8.4 Invoices and other documents submitted by consultant for payment under Interim Payment Certificate/ Final Payment Certificate, or any other payment under the contract shall be in accordance with the GST Law.
- 8.5 The consultant shall furnish a certificate along with Interim Payment Certificate/ Final Payment Certificate that GST payable by him has been deposited/ will be deposited to the Govt. Treasury.

9. COMMENCEMENT AND COMPLETION OF CONTRACT:

9.1 Effectiveness of Contract

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

9.2 Commencement and Completion period of Services

The services under the contract shall commence from effective date of contract as per **Sub clause 9.1** and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

10. EXTENSION OF TIME:

Time shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Suspension of work as per direction of Client or failure of Client to fulfillment of its obligation and variation in Schedule of Quantities.

11. FORCE MAJEURE:

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

12. SUSPENSION OF WORK:

The Consultant shall on the order of the Officer-In-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Officer-In-Charge may consider necessary. The Agency has no right to suspend the work at any stage unilaterally.

13. PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK:

During the period of their inability to perform the Services as a result of an event of Force Majeure under **Clause 11** or Suspension of work under **Clause 12**, the Consultant shall be

entitled for compensation as may be considered reasonable by the Officer-In-Charge in respect of salaries or wages paid only by the Agency to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of Consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Officer-In-Charge. Agency shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

14. CONSULTANT NOT TO BE ENGAGED IN CERTAIN ACTIVITIES:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

15. OBLIGATIONS OF THE CONSULTANT:

The Consultants shall perform the Services set out in the Scope of Services/ Works in accordance with the Contract. Consultant shall notify the Client in writing within 10 Working Days if the Consultant thinks a Client direction is a Variation, and as soon as practicable if the Consultant thinks any other circumstance is a Variation. The notice shall include details of the estimated cost of the Services, likely or estimated impact on the programme and completion date for the Services and make recommendations on how to proceed.

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If it is necessary to replace any person, the consultant shall immediately arrange for replacement by a person of comparable competence. The cost of such replacement shall be borne by the consultant.

The Consultants and his Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

16. CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL:

In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Consultant shall obtain the Client's prior approval in writing before taking such action. However, such approval shall not absolve the Consultant of the responsibility of fulfilling NHPC Ltd.'s requirements.

17. CLIENT'S PROPERTY:

17.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

17.2 Anything supplied by or paid for by the client for the use of the Agency shall be the property of the Client and where practicable shall be so marked.

18. OBLIGATIONS OF THE CLIENT:

The Client shall provide necessary information available with him to the consultant free of cost required to fulfill the consultant's obligation under the Scope of Services.

19. LIABILITY OF CONSULTANT:

Subject to additional provisions, if any, set forth in SCC, Consultant's liability under this contract shall be provided by the applicable law.

20. VARIATIONS:

20.1 Variations to the Services

The Client may order a Variation to the Services, in writing, or may ask the Consultant to propose a Variation to the Services, the impact of which on the cost, programme and completion date for the Services shall be agreed as stated above in **Clause 15**.

Where the Consultant notifies the Client under **Clause 15**, that any direction or circumstance should be treated as a Variation, the Client shall as soon as practicable after receiving such notice, but within 30 Working Days, notify the Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

If the Client does not consider the direction or other circumstance to be a Variation then the Client and Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 20.2**.

20.2 Agreement of Variations

The Client and the Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.

Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with **Clause 25**. Under no circumstances, the Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Consultant).

21. PAYMENT TO THE CONSULTANT:

21.1 LUMP SUM REMUNERATION:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Scope of Work described in 'Special Conditions of Contract'. However, the Contract Price may only be increased above the amounts stated in **Clause 8** and if the Parties have agreed to additional payments in accordance with **Clause 20**.

21.2 Terms and Conditions of Payment:

a) The payment of the fees/charges as stipulated in SCC under this Contract will be made in accordance to Terms of payment as stipulated in Special Conditions of Contract. The payment on account for the amount admissible shall be made by the Officer-In-Charge certifying the sum to which the Agency is considered entitled for the services after deducting there from, the amounts already paid and such other amounts as may be required to be withheld/ deductible/recoverable in terms of the Contract/Applicable Law.

b) **In case of non-MSE:** All the payments for the supplies and/ or services {as applicable} rendered by Non-MSEs (Non-Micro & Small Enterprises) Supplier/ Consultant under the Contract shall be released within forty five days from the receipt of invoice/ bills from the Consultant / Supplier compete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% p.a.

- c) In case of MSE: All the payments for the supplies and/ or services {as applicable} rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five days from the day of acceptance*.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time

* Day of Acceptance means – day of the actual delivery of goods or the rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier

- d) Payment due to the Consultant shall be made by direct credit into his designated bank account, duly authorized by the Agency through ECS mode.
- e) Other than normal payment through NEFT/RTGS directly from NHPC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TReDS Limited, CIN – U74999MH2016PLC281452, Registration no: (Account no): 1000005783, Communication address: A. TReDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI.

22. LIQUIDATED DAMAGES:

If the Consultant fails to comply with the Time for completion for the whole of the Services within the stipulated time then the Consultant shall pay to the Client 0.035% of Contract Price per day (Maximum 5% of Contract Price) of delay as liquidated damages for such default and not as a penalty. The Client may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant. Any GST liability (if applicable) on account of Liquidated Damages shall be borne by the Consultant.

23. CONFLICT OF INTEREST:

The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

24. DEFAULT BY THE AGENCY AND TERMINATION OF CONTRACT:

If the Consultant:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Officer-In-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Officer-In-Charge; or
- iii) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14 days** notice to the Consultant, terminate the contract and expel him from the Site. The Consultant shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:

- a) **‘Corrupt Practice’** means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
 - b) **‘Fraudulent Practice’** means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
 - c) **‘Collusive Practice’** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
 - d) **‘Coercive Practice’** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract,
- iv) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Officer-In-Charge,

Then the Client shall have powers to terminate the Contract, by not less than thirty (30) days’ written notice of termination to the Agency.

25. SETTLEMENT OF DISPUTES:

25.1 If any dispute arises between the Client and the Agency in connection with, or arising out of, the Contract or the execution of the Works, whether during execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Officer-In-Charge, an attempt shall be made to resolve the matter in dispute amicably.

25.2 Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of **Sub-Clause 25.1**, shall be finally be referred to the Competent Court at Faridabad, Haryana.

25.3 In case of contract with another Central Public Sector Enterprises and Government Department(s) / Organization(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Department), the following arbitration clause shall be applicable :- In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Department(s)/Organization(s) (excluding disputes related to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

26. AGREEMENT:

The Agency shall execute a Contract Agreement with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the State of Haryana in the format appended within 10 days from the date of issue of Letter of Acceptance.

27. INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultant will be responsible for taking out any appropriate insurance coverage including Professional Liability insurance coverage for performance of services under the contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

These Special Conditions of Contract (SCC) shall be read and construed along with the General Conditions of Contract. In case of any conflict or inconsistency between Special Conditions of Contract and General Conditions of Contract, provisions of the Special Conditions of Contract contained herein shall prevail.

Sl.No	Description	Details
1.	Scope of Work	<ol style="list-style-type: none"> 1. Name Availability; 2. Drafting and finalization of Memorandum and Articles of Association in line with Joint Venture Agreement signed between NHPC and APGENCO; 3. Drafting, Attestation and Filing of Incorporation Documents and all procedural formalities for incorporation of JV Company till registration and issuing of incorporation certificate complete in all respect. 4. Visiting the Office of ROC, Vijaywada (if required) 5. Any other work required for incorporation of the JV Company
2.	Completion Period	90 Days
3.	Payment Terms	<p>Payment to the firm shall be released as under :</p> <ol style="list-style-type: none"> 1. 25% of Professional fee shall be released on ascertaining name availability and acceptance of Memorandum of Association & Article of Association by NHPC Management. 2. 25% of Professional fee shall be released on successful filing of application along with all the requisite document and acceptance of the same by ROC. 3. Balance 50% of Professional fee on issue of Incorporation certificate by ROC / MCA.
4.	Other Terms & conditions	<p>The statutory fees paid by Consultant on behalf of NHPC will be reimbursed to the Consultant on actual basis as per documentary evidence</p> <ul style="list-style-type: none"> • Other terms and conditions, as per standard NHPC Rule. • Bid Security / EMD as per standard NHPC rules
5.	Engineer-In-Charge	<ul style="list-style-type: none"> • General Manager (Civil), SBD&C Division, NHPC Limited, Sector 33, Faridabad
6.	Paying Authority	<ul style="list-style-type: none"> • SM (Finance) - Miscellaneous Bill, Corporate Finance, NHPC Limited, Sector 33, Faridabad.

(Ref.: Clause No. 25 of GCC)

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ----- between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s _____ (herein after called "the Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Consultant, viz: ----- and has accepted the Bid of the Consultant for the execution and completion of such Works and the remedying of any defects therein at the cost of ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) General Conditions of Contract,
 - iii) Special Conditions of Contract
 - iv) Schedule of Quantity and Price;
 - v) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Consultant

For and on behalf of NHPC Ltd.

Signature-----
(Designation)-----
Place:
Witnessed by:
1.-----
2.-----

Signature-----
(Designation)-----
Place:
Witnessed by:
1.-----
2.-----

Performance Guarantee Form

Bank Guarantee

(To be stamped in accordance with Stamp Act
if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date

To,
[Client's Name & Address]

Dear Sir,

In consideration of the[Client's Name] (herein after referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Consultant's Name] with its Registered/Head Office at (herein after referred to as the 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Client's Letter of Acceptance No. dated and the same having been acknowledged by the Consultant, for [Contract sum in figures and words] for [Name of the work] and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Client.

We[Name & Address of the Bank] having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client, on demand any and all monies payable by the Consultant to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that the guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee or till[days/month/year] whichever is earlier.

The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Consultant. The Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant or any other course or remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Client may have in relation to the Consultant's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Client serve upon Bank a written claim or demand on or before@.....

Dated thisday of 2020..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Attorney as per Power
of Attorney No.

Dated.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes:

1. (*) This sum shall be 5 % (Five percent) of the Contract Price denominated in the types and proportions of currencies.
(@) This date will be Six Months beyond the Contract Completion Period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Client by the issuing bank (on Behalf of the Consultant) under the registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Client. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Consultant directly to the Client and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Client, with a forwarding letter.

(refer clause 4.1 of ITB)

(To be submitted offline as well as uploaded online (scanned copy))

**Bank Guarantee in Lieu of Earnest Money Deposit
Bank Guarantee**

Date: _____

[Name of Contract]

To:

NHPC Limited
NHPC Office Complex,
Sector-33, Faridabad, Haryana – 121003 (India)

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of bid]* for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE *[name of bank]* of *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Employer]* (hereinafter called “the Employer”) in the sum of: *[amount]*, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20 _____

THE CONDITIONS of this obligation are the following:

- (a) If the Bidder withdraws its bid or varies any terms & conditions without the consent of the Employer in regard thereto during the period of bid validity specified by the Bidder. Or
- (b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 19 of ITB or defaults commitments under Integrity Pact Or
- (c) If the successful bidder fails to enter into Contract Agreement when required. Or
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security, in accordance with GCC/ SCC

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s(Name of Contractor)

Notwithstanding anything contained herein above our liability under this Guarantee is limited to..... (Rupees only) and our Guarantee shall remain in force until..... day of, 20 unless a claim or demand under this Guarantee is made on us in writing, on or before, we shall be discharged of all liabilities under this Guarantee thereafter.

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

(Designation with Bank Stamp)

Including staff Authority No. with complete
Bank Address with Tel. Fax Nos
.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank
Name of the contact person. No.
Fax No.
Email:

S.B 1.0 Bank Guarantee for Bid Guarantee in original shall be submitted alongwith the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) alongwith a forwarding letter.

2.0 The following information should be invariable mentioned on the back side of the bank Guarantee:

Vendor's stamp with full details i.e. name of the Employer in whose favour this stamp paper has been purchased.

3.0 Beneficiary's (NHPC's) Bank Account detail:

Bank Account No.	00000010813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0017313
Branch Address	CAG-II New Delhi Branch 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi 110 001
GSTIN Number of NHPC limited, Corporate Office, Faridabad, Haryana.	06AAACN0149C1Z3

Note:- The stamp papers of appropriate value shall be purchased in the name of Bank issuing guarantee

Performance Guarantee Form
Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)
Insurance Surety Bond No.....
Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the Employer”) for the sum of (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - a. fails or refuses to sign the Contract Agreement when required, or
 - b. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.
Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ... *[Employer's Name]*..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----*[Contract sum in figures and words]* for*[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the Employer.

We*[Name & Address of the Insurance Company]*.....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+). *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- ii) This Insurance Surety Bond shall be valid upto _____(+)______.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before (@)_____

Dated thisday of20_.....at.....

WITNESS

..... (Signature).....
 (Signature)

..... (Name).....
 (Name)

..... (Official Address)..... (Designation with Stamp of Insurance Company)/with staff Authority no.
 Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be five percent (2%) of the Contract Price denominated in the Indian currency.

(@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

2. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

3. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION – V

SCHEDULE OF QUANTITIES AND PRICES

Schedule of Quantity & Price
(To be submitted online in Cover-II)

Name of Work : Hiring of Consultancy Services of a Practicing Company Secretary for the services related to Incorporation of Joint Venture Company between NHPC and APGENCO

Item No.	Description of Item	Unit	Qty.		Total Amount including GST (in Rs.)
1.	Carrying out all the works and activities related to incorporation of Joint Venture Company between NHPC and APGENCO as per Scope of Work.	JOB	1		For information only
Total Amount including GST =					

- Note:** i) Price Bid related information is to be filled online only in **Cover-II**.
ii) **No bid price** related information shall be mentioned either online in **Cover-I** or with **Offline submission**.